

SURRENDER OF LEASE

BOSTON REDEVELOPMENT AUTHORITY

AND

CHARLES RIVER PARK, INC.

Agreement entered into as of the 20th day of October, 1971, between Charles River Park, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, hereinafter called the Redeveloper, and the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G.L. (Ter. Ed.) Chapter 121, hereinafter called the Authority.

WHEREAS, the parties hereto on March 2, 1960, entered into a leasehold agreement relative to land in the West End Redevelopment Project Area in the City of Boston, which agreement, herein-after called the Leasehold Agreement, is recorded in the Suffolk Registry of Deeds, Book 7464, Page 344; and

WHEREAS, the parties hereto on October 20, 1971 executed an amendment to the aforesaid Leasehold Agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Leasehold Agreement provides for the transfer of the rights of the Redeveloper to affiliated business entities of the Redeveloper; and

WHEREAS, the Redeveloper desires and has transferred certain rights under the Leasehold Agreement to an affiliate, Charles River Park "D" Company, a Massachusetts Limited Partnership;

NOW THEREFORE, in consideration of the mutual promises hereinabove expressed, the parties hereto agree as follows:

1. The Redeveloper and the Authority hereby each waive and surrender all rights which they now have or may have under the Leasehold Agreement with respect to a portion of those parcels of land shown as Delivery Parcels 2-1E-1F on the map entitled, "Land Disposition Plan" contained in the Land Assembly and Redevelopment Plan, said parcel of land is more particularly described as follows:

The parcels marked AREA F, AREA FA and AREA FB on a plan entitled "Plan of Land in Boston, Parcel 2-1E-1F of the West End Land Assembly and Redevelopment Plan" dated October 20, 1971,

prepared by Hayden, Harding and Buchanan, Boston, Massachusetts, recorded herewith, bounded and described as shown on Rider "A", attached hereto and referred to hereinafter as demised premises.

2. The Authority agrees that the Redeveloper has not at any time done or suffered any act or thing whatever whereby the aforesaid delivery of the above-described demised premises can be in any way charged, affected or encumbered.

3. Notwithstanding any other provisions of this instrument, this instrument shall not be construed to alter the rights and obligations of the Redeveloper and the Authority under the Leasehold Agreement with respect to the parcels of land referred to therein other than the demised premises herein described.

4. Notwithstanding any other provisions of this instrument to the contrary, any default on the part of said Charles River Park "D" Company, its successors and assigns, under a lease of the aforesaid demised premises executed of even date between the Authority and recorded in the Suffolk County Registry of Deeds immediately prior to this instrument shall constitute a default by the Redeveloper under the Leasehold Agreement as if such default was caused by the Redeveloper under the Leasehold Agreement.

5. The Redeveloper hereby gives its consent to the execution and delivery of the said lease by the Authority to Charles River Park "D" Company.

IN WITNESS WHEREOF, on the day of September, 1972, at Boston, Massachusetts, the parties have caused this instrument and four additional copies of the same tenor and date to be

signed, sealed and delivered, the Boston Redevelopment Authority acting herein by its hereunto duly authorized and Charles River Park, Inc., acting herein by its hereunto duly authorized.

BOSTON REDEVELOPMENT AUTHORITY

By _____

Witness

CHARLES RIVER PARK, INC.

By _____

Witness

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

September 1972

Then personally appeared the above-named and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority, before me

Notary Public
My Commission expires _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

September 1972

Then personally appeared the above-named and acknowledged the foregoing instrument to be the free act and deed of Charles River Park, Inc., before me

Notary Public
My Commission expires _____

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AND

CHARLES RIVER PARK, INC.

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WHEREAS, the parties hereto on October 20, 1971 executed an amendment to the aforesaid Leasehold Agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Leasehold Agreement provides for the transfer of the rights of the Redeveloper to affiliated business entities of the Redeveloper; and

WHEREAS, the Redeveloper desires and has transferred certain rights under the Leasehold Agreement to an affiliate, Charles River Park "E" Company, a Massachusetts Limited Partnership;

NOW THEREFORE, in consideration of the mutual promises hereinafter expressed, the parties hereto agree as follows:

1. The Redeveloper and the Authority hereby each waive and surrender all rights which they now have or may have under the Leasehold Agreement with respect to a portion of those parcels of land shown as Delivery Parcels 2-1E-1F on the map entitled, "Land Disposition Plan" contained in the Land Assembly and Redevelopment Plan, said parcel of land is more particularly described as follows:

The parcels marked Area 2A and Area 2B on a plan entitled "Plan of Land in Boston, Parcel 2-1E-1F of the West End Land Assembly and Redevelopment Plan" dated October 20, 1971,

prepared by Hayden, Harding and Buchanan, Boston, Massachusetts, recorded herewith, bounded and described as shown on Rider "A", attached hereto and referred to hereinafter as demised premises.

2. The Authority agrees that the Redeveloper has not at any time done or suffered any act or thing whatever whereby the aforesaid delivery of the above-described demised premises can be in any way charged, affected or encumbered.

3. Notwithstanding any other provisions of this instrument, this instrument shall not be construed to alter the rights and obligations of the Redeveloper and the Authority under the Leasehold Agreement with respect to the parcels of land referred to therein other than the demised premises herein described.

4. Notwithstanding any other provisions of this instrument to the contrary, any default on the part of said Charles River Park "E" Company, its successors and assigns, under a lease of the aforesaid demised premises executed of even date between the Authority and recorded in the Suffolk County Registry of Deeds immediately prior to this instrument shall constitute a default by the Redeveloper under the Leasehold Agreement as if such default was caused by the Redeveloper under the Leasehold Agreement.

5. The Redeveloper hereby gives its consent to the execution and delivery of the said lease by the Authority to Charles River Park "E" Company.

IN WITNESS WHEREOF, on the day of September, 1972, at Boston, Massachusetts, the parties have caused this instrument and four additional copies of the same tenor and date to be

signed, sealed and delivered, the Boston Redevelopment Authority acting herein by its hereunto duly authorized and Charles River Park, Inc., acting herein by its hereunto duly authorized.

BOSTON REDEVELOPMENT AUTHORITY

BY _____

Witness

CHARLES RIVER PARK, INC.

BY _____

Witness

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

September 1972

Then personally appeared the above-named and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority, before me

Notary Public
My Commission expires _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

September 1972

Then personally appeared the above-named and acknowledged the foregoing instrument to be the free act and deed of Charles River Park, Inc., before me

Notary Public
My Commission expires _____

MEMORANDUM

September 21, 1972

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT T. KENNEY, DIRECTOR
SUBJECT: WEST END PROJECT
PROJECT UR 2-3
SURRENDER OF LEASE

2319

9/21

On February 25, 1971, the Authority authorized the Director to execute lease agreements with Charles River Park, Inc. respecting areas F and 2A of Parcel 2-1E-1F in the West End Project. These agreements were executed on October 20, 1971. It is appropriate for the Authority to execute a Surrender of Lease to provide for transfer of areas F and 2A to Charles River Park "D" Company and Charles River Park "E" Company respectively.

An appropriate Vote follows:

VOTED: That the Director be and hereby is authorized to execute Surrender of Leases of Areas F and 2A of Parcel 2-1E-1F in the West End Land Assembly and Redevelopment Project with Charles River Park, Inc., and said Surrender of Leases to be substantially in accordance with the provisions of the Master Leasehold Agreement of the West End Project.

